however, that labor is a commodity and that association agreements which stifle competition between the members of an association are void. *Moore v. Bennett*, 140 Ill. 69.

CORPORATIONS—NOTES—PERSONAL LIABILITY OF OFFICERS.—AUNGST v. CREQUE, 74 N. E., 1073 (OHIO.).—*Held*, that a promissory note which reads "thirty days after date we promise to pay," etc., and signed "The Akron White Sand and Stone Co., H. K. Mihills, Sec'y and Treas,, D. B. Aungst, Pres.," is, on its face, the note of the company alone and is not the note of H. K. Mihills and D. B. Aungst, and the latter are not personally bound thereon.

Although the above decision is in harmony with the law in some jurisdictions, there is a great conflict between the various states and no definite rule can be laid down in this country as to how a note, signed as in the present case, will be construed. Thus where a note is made out "we promise to pay," etc., and signed "A B Company, C D Pres.," some states hold that parole testimony is inadmissible and the company is alone liable. *Liebscher v. Kraus*, 71 Wis. 387. On the same set of facts other states hold that parole testimony is inadmissible but that the agent is personally liable. *Mathews v. Dubuque Mattress Co.*, 87 Iowa, 246. While still other states admit parole testimony to remove the ambiguity. *Case Mfg. Co. v. Saxman*, 138 U. S. 431; *Bean v. Mining Co.*, 66 Cal. 451. The same confusion of decisions exist when the name of the company appears in the margin of the instrument and it is signed by "A. B. Pres." Compare *Carpenter v. Farnsworth*, 106 Mass. 561; *National Bank v. Clark*, 139 N. Y. 307; and *Franklin v. Johnson*, 147 Ill. 520.

CRIMINAL LAW—SELF DEFENSE—DUTY TO RETREAT.—STATE v. GARDNER, 971 N. W. (MINN.). 971.—In a trial of homicide, in which there is an attempted justification by self defense, *held*, that it is reversible error to charge that such justification can not be made out unless accused in good faith endeavored to escape.

The application of the doctrine "retreat to the wall," as stated in Coke (*3 Inst. 55*), has been undergoing a change in this country in recent years and in some of the jurisdictions has been positively relaxed. *State v. Matthews*, 148 Mo. 185; *Runyan v. State*, 57 Ind. 80. The Supreme Court, in recent cases, *Beard v. United States*, 158 U. S. 550, and *Rowe v. U. S.*, 164 U. S. 546, has approved of the modifications of the old common law doctrine and held that a person "was not obliged to retreat" under the circumstances. The reason for this change appears to be the general introduction of firearms, and the recognition by courts that self-defense should not be distorted by an unreasonable requirement of the duty to retreat, into self-destruction. *Duncan v. State*, 49 Ark. 543.

EVIDENCE—LEASES—COLLATERAL AGREEMENTS.—GREENE v. KERR, 95 N. Y. SUPP. 569.—*Held*, that an oral agreement to repair during the term as distinguished from repairs to be made before the tenancy commenced is not collateral to the written lease and is inadmissable in an action for rent.

The language of this ruling cannot be reconciled with the case of *Morgan v. Griffith*, L. R., 6 Exch. 70. Both decisions are, however, consistent with the undisputed rule that oral conditions, precedent to the obligation of a written contract, may be shown, and, with its corollary, that a condition subsequent must be contained in the writing to be enforceable. *Pym v. Campbell*, 6 E. & B. 370; *Davis v. Jones*, 17 C. B. 625. Apparent inconsistencies

in the law are due to the very narrow distinctions drawn between the application of these two rules of intention. Compare *Angell v. Duke*, 32 L. T. Rep. N. S. 320, and *Mann v. Nunn*, 43 L. T. Rep. C. P. N. S. 241. Many courts hold that there must be some ambiguity upon the face of the written instrument before these rules can be applied. *Englemier v. Taylor*, 98 N. Y. 788; *Englehorn v. Reitlinger*, 122 N. Y. 76. This rule has, however, been criticised as fallacious in theory and practice. *4 Wig. Ev.* sec. 2431 (b). The difficulty in defining a collateral agreement is pointed out in *Hall v. Berton*, 38 N. Y. Supp. 979. Each case must stand upon its own particular circumstances. *4 Wig. Ev.* 2435.

INSURANCE—CONSTRUCTION OF POLICY—"FIRE" DEFINED.—WESTERN WOOLEN MILL CO. v. NORTHERN ASSUR. CO. OF LONDON, 139 Fed. 637.—*Held*, that the word "fire" as used in an insurance policy, in the absence of language showing a contrary intention, is to be given its ordinary meaning, which includes the idea of visible heat and light.

Such is the better and prevailing rule, although there was considerable conflict in the early cases. *Wood on Fire Ins.*, 237; *Gibbons v. German Ins. Co.*, 30 Ill. App. 263. But it is not necessary that there be ignition of the subject matter of the insurance. It is enough that the proximate cause of the damage be fire. *Bolestracci v. Fireman's Ins. Co.*, 34 La. Ann. 844. And where buildings were blown up under the direction of the chief magistrate of a city to prevent the spreading of a conflagration, the loss was held to be covered by an ordinary policy against fire. *City Fire Ins. Co. of N. Y. v. Corlies*, 21 Wend. 367.

JURISDICTION—EXCESS OF—LIABILITY OF INFERIOR JUDGE.—RUSH v. BUCKLEY, 61 ATL. 774, (ME.).—Where a judge of an inferior court has jurisdiction over the general subject matter of an alleged offense, if he acts in good faith, he will not be liable in damages for an erroneous decision. Emery, J., *dissenting*.

It is universally conceded that when inferior courts and judicial officers act without jurisdiction the law can give them no protection whatever. *Cooley on Torts*, p. 489. A rather odd reason is that given in *Bishop Non-Contract Law*, Sec. 783; "those judges who receive a small salary should not be compelled to respond in damages for honest mistakes." The leading American case held in a *dictum* that if the want of jurisdiction were known there could be no exemption from damages of the judge in an inferior court. *Bradley v. Fisher*, 13 Wall. 335. Many English cases assert the total exemption of a judge of record from responsibility or accountability in any way except to the King. *Milter v. Sears*, 2 W. Bl. 1141. The American opinions seem to be about evenly divided as to the liability of an inferior judge for judgment under an unconstitutional statute. *Kelly v. Bemis*, 70 Mass. 83; *Allen v. Gray*; 11 Conn. 95; *Trescott v. Waterloo*, 26 Fed. 592. In Texas the latter question has been regulated by statute. *Sersumas v. Both*, 34 Tex. 335. An honest purpose would not protect the judge if entirely without authority of law. *Truesdell v. Combs*, 33 Ohio, St. 186. The distinction between *prima facie* total want of jurisdiction and *bona fide* error is well shown in *Robertson v. Parker*, 99 Wis. 652.

LANDLORD AND TENANT—DANGEROUS PREMISES—INJURY TO LICENSEE.—ROSS v. JACKSON, 51 S. E. 578 (GA.).—*Held*, that a landlord is liable to one lawfully present on the rented premises by invitation of the tenant for injuries